

# EXHIBIT

“A”

State of Alabama Unified Judicial System Form ARCiv-93 Rev. 9/18	<b>COVER SHEET</b> <b>CIRCUIT COURT - CIVIL CASE</b> (Not For Domestic Relations Cases)	Case: <b>01</b> Date of Filing: 11/05/2020 Judge Code:
<b>GENERAL INFORMATION</b>		
<b>IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA</b> <b>DAVID C. SPENCER v. FRANKLIN AMERICAN HOME MORTGAGE ET AL</b>		
<b>First Plaintiff:</b> <input type="checkbox"/> Business <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Government <input type="checkbox"/> Other		
<b>First Defendant:</b> <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual <input type="checkbox"/> Government <input type="checkbox"/> Other		
<b>NATURE OF SUIT:</b> Select primary cause of action, by checking box (check only one) that best characterizes your action:		
<b>TORTS: PERSONAL INJURY</b> <input type="checkbox"/> WDEA - Wrongful Death <input type="checkbox"/> TONG - Negligence: General <input type="checkbox"/> TOMV - Negligence: Motor Vehicle <input type="checkbox"/> TOWA - Wantonness <input type="checkbox"/> TOPL - Product Liability/AEMLD <input type="checkbox"/> TOMM - Malpractice-Medical <input type="checkbox"/> TOLM - Malpractice-Legal <input type="checkbox"/> TOOM - Malpractice-Other <input checked="" type="checkbox"/> TBFM - Fraud/Bad Faith/Misrepresentation <input type="checkbox"/> TOXX - Other: _____	<b>OTHER CIVIL FILINGS (cont'd)</b> <input type="checkbox"/> MSXX - Birth/Death Certificate Modification/Bond Forfeiture Appeal/Enforcement of Agency Subpoena/Petition to Preserve <input type="checkbox"/> CVRT - Civil Rights <input type="checkbox"/> COND - Condemnation/Eminent Domain/Right-of-Way <input type="checkbox"/> CTMP - Contempt of Court <input type="checkbox"/> CONT - Contract/Ejectment/Writ of Seizure <input type="checkbox"/> TOCN - Conversion <input type="checkbox"/> EQND - Equity Non-Damages Actions/Declaratory Judgment/Injunction Election Contest/Quiet Title/Sale For Division <input type="checkbox"/> CVUD - Eviction Appeal/Unlawful Detainer <input type="checkbox"/> FORJ - Foreign Judgment <input type="checkbox"/> FORF - Fruits of Crime Forfeiture <input type="checkbox"/> MSHC - Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition <input type="checkbox"/> PFAB - Protection From Abuse <input type="checkbox"/> EPFA - Elder Protection From Abuse <input type="checkbox"/> FELA - Railroad/Seaman (FELA) <input type="checkbox"/> RPRO - Real Property <input type="checkbox"/> WTEG - Will/Trust/Estate/Guardianship/Conservatorship <input type="checkbox"/> COMP - Workers' Compensation <input type="checkbox"/> CVXX - Miscellaneous Circuit Civil Case	
<b>TORTS: PERSONAL INJURY</b> <input type="checkbox"/> TOPE - Personal Property <input type="checkbox"/> TORE - Real Property	<b>OTHER CIVIL FILINGS</b> <input type="checkbox"/> ABAN - Abandoned Automobile <input type="checkbox"/> ACCT - Account & Nonmortgage <input type="checkbox"/> APAA - Administrative Agency Appeal <input type="checkbox"/> ADPA - Administrative Procedure Act <input type="checkbox"/> ANPS - Adults in Need of Protective Services	
<b>ORIGIN:</b> F <input checked="" type="checkbox"/> <b>INITIAL FILING</b> A <input type="checkbox"/> <b>APPEAL FROM DISTRICT COURT</b> O <input type="checkbox"/> <b>OTHER</b> R <input type="checkbox"/> <b>REMANDED</b> T <input type="checkbox"/> <b>TRANSFERRED FROM OTHER CIRCUIT COURT</b>		
<b>HAS JURY TRIAL BEEN DEMANDED?</b> <input checked="" type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b> <b>Note:</b> Checking "Yes" does not constitute a demand for a jury trial. (See Rules 38 and 39, Ala.R.Civ.P., for procedure)		
<b>RELIEF REQUESTED:</b> <input checked="" type="checkbox"/> <b>MONETARY AWARD REQUESTED</b> <input type="checkbox"/> <b>NO MONETARY AWARD REQUESTED</b>		
<b>ATTORNEY CODE:</b> <div style="display: flex; justify-content: space-between;"> <div>SEA026</div> <div>11/5/2020 10:56:16 AM Date</div> <div>/s/ SHANE THOMAS SEARS MR. Signature of Attorney/Party filing this form</div> </div>		
<b>MEDIATION REQUESTED:</b> <input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b> <input checked="" type="checkbox"/> <b>UNDECIDED</b>		
<b>Election to Proceed under the Alabama Rules for Expedited Civil Actions:</b> <input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b>		

## IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

**DAVID C. SPENCER**

**Plaintiff,**

**vs.**

**FRANKLIN AMERICAN HOME  
MORTGAGE AND  
CITIZENS BANK, NA D/B/A  
CITIZENS ONE HOME LOANS**

**Defendants.**

**Case Action Number:  
CV-2020-**

### COMPLAINT

#### PARTIES.

1. The Plaintiff, David C. Spencer (“Spencer”), is over the age of nineteen years and resides in Jefferson County, Alabama.
2. The Defendant, Franklin American Home Mortgage (“Franklin American”), does business in Jefferson County, Alabama.
3. The Defendant, Citizens Bank, NA d/b/a Citizens One Home Mortgage (“Citizens”), does business in Jefferson County, Alabama.
4. The allegations contained in the Plaintiff’s complaint occurred in Jefferson County, Alabama.

### **FACTUAL ALLEGATIONS.**

5. The Plaintiff, Spencer, obtained home mortgage xxxxxx-x203 from Defendant, Franklin American, in approximately 2015. All loan payments were timely made during the duration of the loan. In fact, Spencer scheduled all payments to be paid automatically via online banking on or around the first day of the month.

6. Citizens announced the completion of its acquisition of Franklin American in August 2018.

7. Spencer was not aware that his home loan had been transferred to Defendant, Citizens, and assigned loan number xxxxxx-x90 until he received a foreclosure notice in June 2020.

8. Upon discovering his home loan had been transferred, Spencer updated his online banking payees to include Citizens and remove Franklin American.

9. Additionally, Spencer confirmed that his loan payments were current with Citizens. However, Citizens' representatives continually contacted him and harrassed him about past-due payments even though Spencer had provided bank statements showing that the payments were made timely. **Citizens' representative conceded to Spencer that his March 2020 payment had been misapplied.**

10. In a conversation with Citizens' representative, identified as Preston, he advised Spencer that Citizens had returned his March payment because Citizens had "no idea how to apply it."

11. Based on ledgers obtained by Spencer from his home loan account, Citizens' representatives incorrectly applied the March payment to his escrow account and attempted to issue a refund to Spencer, which he never received. **The March 2020 payment should have been applied to his home loan.** This negligent and/or wanton handling of Spencer's payment caused his loan to show as past-due, accrue late fees, and cause damage to Spencer's credit report.

12. Notwithstanding, his April 2020 payment for the exact same amount was, in fact, applied to his home loan.

13. Citizens' representatives were often hostile, combative, and not helpful with working with its customer and dealing with the stressful situation of being accused of not making payments when his bank account statements proved otherwise.

14. Moreover, Franklin American also lost a payment Spencer had paid after the home loan was transferred to Citizens. **Spencer's May 2020 payment, which was also paid electronically by his bank on or about May 1, 2020, was lost by Franklin American until it was finally located and deposited three months later on August 4, 2020.**

15. During this time the Defendants, Franklin American and Citizens, were under the same ownership; however, Spencer was never given credit for the payment.

16. The Defendants, Franklin American and Citizens, have negligently and/or wantonly handled the sale or transfer of the Plaintiff's, Spencer, home loan resulting in Spencer's credit being damaged and an attempted foreclosure on this home.

17. The Defendants', Franklin American and Citizens, representative's actions were negligent, wanton, breached the contract with their customer and were not in compliance with federal law.

18. These actions caused the Plaintiff, Spencer, stress, affected his relationships, and ability to work.

19. Defendants' representatives refused to repair the damage done to the Plaintiff's credit or properly credit the Plaintiff's account after being requested to do so by the Plaintiff and his attorney.

**COUNT I** (Breach of Contract)

20. The Plaintiff, Spencer, adopts and re-allege the facts as set-out above in this Complaint.

21. The Defendants, Franklin American and Citizens, had a contract with the Plaintiff, Spencer, to provide financial services to him including but not limited to properly servicing his home loan.

22. The Defendants, Franklin American and Citizens, breached those contracts by failing to properly credit, transfer, or sell his home loan after being demanded to do so. Their actions also did not comply with state law or federal law including but not limited to Alabama's SAFE Act §5-26-1; §5-26-17(1)-(6); *The Truth In Lending Act*, 12 CFR Part 226, Regulation Z; 12 CFR Part 227.2; *Home Ownership and Equity Protection Act* 15 U.S.C. §1601-02, §§1639-41. *Real Estate Settlement Procedures Act (RESPA)* 12 U.S.C. §2601-2617, Title X of the *Dodd Frank Wall Street Reform and Consumer Protection Act*, and the regulations promulgated by the *U.S. Consumer Protection Consumer Bureau* ("CFPB").

23. As a proximate result of the Defendants' conduct, the Plaintiff was caused to suffer injuries and damages including but not limited to damage to his credit file, loss of funds, stress, and physical illness.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff demands judgment by struck jury against the Defendants in an amount not to exceed \$75,000 for compensatory damages.

**COUNT II** (Negligence and Wantonness)

24. The Plaintiff, Spencer, adopts and re-allege the facts as set-out above in this Complaint.

25. The Defendants', Franklin American and Citizens, representatives' actions were negligent because they failed to follow established policies and procedures with respect to account handling.

26. The Defendants', Franklin American and Citizens, representatives' actions were intentional, wanton, and reckless because they failed to follow established policies and procedures with respect to account handling and refused to credit the accounts after being demanded to do so.

27. The Defendants' actions described above proximately caused Plaintiff's injuries and damages including but not limited to damage to his credit file, loss of funds, stress, and physical illness.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff demands judgment by struck jury against the Defendants in an amount not to exceed \$75,000 for compensatory and punitive damages.

**COUNT III** (Slander to Credit)

28. The Plaintiff, Spencer, adopts and re-allege the facts as set-out above in this Complaint.

29. The Defendants', Franklin American and Citizens, representatives did not properly credit Plaintiff's home loan after being provided notice under federal law including to but not limited to the Consumer Credit Protection Act ("CCPA").

30. The Defendant's, Franklin American and Citizens, representatives continued to report to the credit bureaus that the Plaintiff's account was past-due even though its representatives knew that the Plaintiff disputed the past-due balances and provided evidence of this payments via his bank statements to the



Defendants.

31. The Defendants' act of reporting the status of his loan to the credit bureaus has resulted in a decrease in his credit score which has injured the Plaintiff's ability to obtain loans, credit cards, purchases, and maintain his quality of life.

32. Therefore, the Defendants' actions proximately caused Plaintiff's injuries and damages including but not limited to damage to his credit file, loss of funds, stress, and physical illness.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff demands judgment by struck jury against the Defendants in an amount not to exceed \$75,000 for compensatory damages.

**COUNT IV** (Fraudulent Misrepresentation)

33. The Plaintiff, Spencer, adopts and re-allege the facts as set-out above in this Complaint.

34. The Defendants', Franklin American and Citizens, representatives fraudulently advised the Plaintiff that he was past due on his home loan payments even though the Defendants' representatives possessed evidence of the payments made through the Plaintiff's bank statements. Such statements were negligent, intentional, wanton, reckless, and not founded in the truth and were in violation of the account holder contract or in state or federal law.

35. The Defendants', Franklin American and Citizens, representatives fraudulently advised the Plaintiff that they accurately report information to his credit file even though the Defendants' representative possessed evidence of the payments made through the Plaintiff's bank statements.

36. Such statements were negligent, intentional, wanton, reckless, and not founded in contract or law.

37. The Plaintiff relied on these representations to his detriment and he was damaged as a result.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff demands judgment by struck jury against the Defendants in an amount not to exceed \$75,000 for compensatory damages.

**COUNT V** (Fraud)

38. The Plaintiff, Spencer, adopts and re-allege the facts as set-out above in this Complaint.

39. The Defendants', Franklin American and Citizens, representatives' actions in paragraphs twenty-nine (29) and thirty (30) of this Complaint were fraudulent.

40. The Plaintiff was caused to lose money and suffer emotionally and physically as a result of Defendants' fraudulent actions.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff demands judgment by struck jury against the Defendants in an amount not to exceed \$75,000 for compensatory damages.

**COUNT VI** (Negligent and/or Wanton Training, Supervision, and Retention)

41. The Defendants, Franklin American and Citizens, were negligent and/or wanton in failing to properly, adequately, and/or reasonably hire, supervise, monitor, train, regulate, instruct, manage, oversee, and/or otherwise guide their employees, agents, associates, servants, and/or delegates in their duties which contributed to the incident(s) made the basis of this lawsuit.

42. As a result of the Defendants' negligent and wanton conduct, the Plaintiff sustained injuries and damages.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff demands judgment by struck jury against the Defendants in an amount not to exceed \$75,000 for compensatory and punitive damages.

**COUNT VII** (Consumer Credit Protection Act)

43. The Plaintiff, Spencer, adopts and re-allege the facts as set-out above in this Complaint.

44. The Consumer Credit Protection Act 15 U.S. §1601-1693 was designed by Congress to protect consumers from the unconscionable actions of individuals in the financial and banking industry.

45. The Defendants', Franklin American and Citizens, representatives' actions were in violation of federal law including but not limited to the Consumer Credit Protection Act 15 U.S. §1601-1693.

46. The Defendants' representatives' actions proximately caused the Plaintiff to suffer injuries and damages.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff demands judgment by struck jury against the Defendants in an amount not to exceed \$75,000 for compensatory damages.

**COUNT VIII** (Intentional Infliction of Emotional Distress)

47. The Plaintiff, Spencer, adopts and re-allege the facts as set-out above in this Complaint.

48. The Defendants', Franklin American and Citizens, representatives' fraudulent, negligent, and wanton actions intentionally inflicted emotional distress on the Plaintiff causing him to have physical and emotional illness.

49. These actions were reprehensible, atrocious, and so extreme, that it should not be tolerated in a civilized society.

50. The Defendants' actions proximately caused the Plaintiff's injuries and damages.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff demands judgment by struck jury against the Defendants in an amount not to exceed \$75,000 for compensatory damages.

**COUNT IX** (Injunctive Relief)

50. The Plaintiff, Spencer, adopts and re-allege the facts as set-out above in this Complaint.

51. The Defendants continue to report outstanding balances on Spencer's account to the various credit bureaus and, therefore, damaging his credit rating causing him to be unable to make certain purchases and provide for his family.

52. The Plaintiff is entitled to injunctive relief under the Alabama Deceptive Trade Practices Act ("ADTPA"), Ala. Code § 8-19-3 *et seq.*, the federal Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq.*; and, Alabama common law.

53. Wherefore, Plaintiff, Spencer, requests an Order which will:

A. Declare the conduct engaged in by the Defendants, jointly and severally, violated the Plaintiff's state and federal rights.

B. Enter appropriate declaratory and injunctive relief, including but not limited to, an Order directing the Defendants to correct their reporting to the various credit bureaus to show that Spencer has timely made all payments for the home loan which is at issue, award damages against the Defendants, jointly

and severally, in an amount to compensate the Plaintiff Spencer for mental distress, humiliation, anguish, pain, embarrassment, suffering that are the direct and/or proximate result of the statutory and common law violations as set out herein.

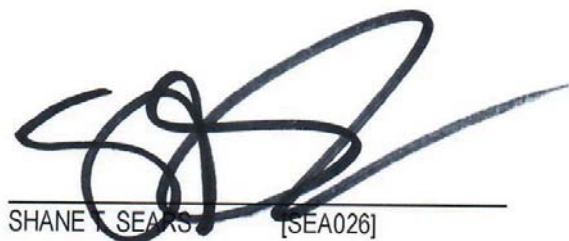
C. Award attorney's fees against the Defendants and to the Plaintiff for the Defendants' negligent and/or wanton conduct with a total judgment not to exceed the amount of \$75,000.00.

D. Enter a judgment against all Defendants for such punitive damages as will properly punish them for the constitutional, statutory and common law violations perpetrated upon the Plaintiff with a total judgment not to exceed the amount of \$75,000.00.

E. Award Plaintiff pre-judgment and post judgment interest at the maximum rate allowable by law with a total judgment not to exceed the amount of \$75,000.00.

F. Award Plaintiff costs and expert witness fees.

G. Award Plaintiffs other such and further relief, including equitable, that this Court deems just and proper.

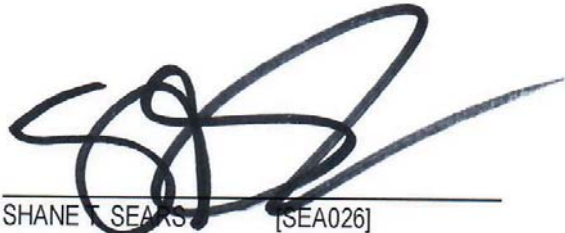


SHANE J. SEARS [SEA026]

OF COUNSEL:

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ssears@me.com  
searsandsearslaw.com

**THE PLAINTIFF DEMANDS TRIAL OF THE CLAIMS IN  
PLAINTIFF'S COMPLAINT AGAINST THE NAMED DEFENDANTS BY  
STRUCK JURY.**



SHANE T. SEARS [SEA026]

**PLEASE SERVE THE DEFENDANTS BY CERTIFIED MAIL AT THE  
FOLLOWING ADDRESSES:**

Franklin American Home Mortgage  
Registered Agent: CT Corporation System  
2 North Jackson Street, Suite 605  
Montgomery, AL 36104

Ellen Alemany, President  
Citizens Bank, N.A.  
1 Citizens Plaza  
Providence, RI 02903

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

**DAVID C. SPENCER**

**Plaintiff,**

**vs.**

**FRANKLIN AMERICAN HOME  
MORTGAGE AND  
CITIZENS BANK, NA D/B/A  
CITIZENS ONE HOME LOANS**

**Defendants.**

**Case Action Number:  
CV-2020-**

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**PLAINTIFF'S FIRST INTERROGATORIES  
TO DEFENDANTS, FRANKLIN AMERICAN HOME  
MORTGAGE AND CITIZENS BANK, NA  
D/B/A CITIZENS ONE HOME LOANS**

**COMES NOW** the Plaintiff, DAVID SPENCER ("SPENCER"), in the above styled cause, by and through his attorney of record, and requests the Defendants, FRANKLIN AMERICAN HOME MORTGAGE AND CITIZENS BANK, NA D/B/A CITIZENS ONE HOME LOANS ("FRANKLIN AMERICAN" AND "CITIZENS ONE" or ("THE DEFENDANTS")), pursuant to Rule 33 of the Alabama Rules of Civil Procedure, to respond to Plaintiff's First Interrogatories to Defendants as follows:



### DEFINITIONS

1. “Defendants”, “You” or “Your” as used in this request, the terms you and your or defendant, refers to the named Defendant, IVY RAYNE COOPER, her attorney(s), insurer(s), or anyone acting on her behalf, her attorney(s) behalf, and/or her insurer(s) behalf.

2. “Documents.” If used below, “document” means any original written, typewritten, handwritten, printed or recorded material, as well as all tapes, discs, non-duplicate copies and transcripts thereof, now or at any time in your possession, custody or control; and, without limiting the generality of the foregoing definition, but for the purposes of illustration only, “document” includes notes, correspondence, memoranda, business records, diaries, calendars, address and telephone records, photographs, tape recordings, financial statements and records, promotional materials, examinations, and reports of examinations. IF SAID DOCUMENT IS TWO-SIDED, PRODUCE A COPY OF THE DOCUMENT, BOTH FRONT AND BACK.

If any document was, but is no longer, in your possession or subject to your control, state what disposition was made of it, by whom, and the date or dates or approximate date or dates on which such disposition was made, and why.

### INTERROGATORIES

1. State the correct name, business telephone number, age, date of birth, residence address and employer of each individual or party representative answering these interrogatories.

2. State the full name and present address of each and every person who was involved in application of Plaintiff's mortgage payments prior to and after the transfer or sale of his home loan from Franklin American to Citizens.

3. State in detail any conversations between the Defendants' representatives and the Plaintiff, and/or between the Defendants' representatives (Franklin American and Citizens) concerning Plaintiff's mortgage payments including the date, location, and length of time of such meeting.

4. State the name, address, and phone number of each individual who possess a statement, video, recording or otherwise of the Plaintiff.

5. State the full name, present address, and phone number of each and every person who was a witness any of Plaintiff's allegations which forms basis of this lawsuit.

6. State the full name, present address, and phone number of each and every person who was a witness to any of the Plaintiff's claims which form the basis of this lawsuit.

7. State the full name and present address of each and every person you intend to call as a witness in the trial of this case.

8. State in detail the background investigation that occurred after receiving any complaint from the Plaintiff concerning the misapplication of Plaintiff's mortgage payments. Specifically include the identity of the individual that authorized the background investigation, the identity of the individual(s) or company which conducted the background investigation (if any), which databases or which information was searched, whether a report was generated, and the results of the background investigation.

9. State the name and address of each and every expert witness that you expect to call as an expert witness at the trial of this case, and state the subject matter on which said expert(s) is expected to testify. This should include the subject, the substance of the facts and opinions to which each expert is expected to testify, the opinions to which each and every expert is expected to testify, and a summary of the grounds of such opinions held by each and every expert.

10. State the name, address, applicable insurance policy numbers, nature of coverages and policy limits that applies to the conduct complained of by the Plaintiff which forms the basis of this lawsuit.

11. State whether you or anyone to your knowledge has secured, obtained, or has any knowledge of any signed or unsigned statement or account, whether written, recorded, or oral, made by any person, including the parties, who claims to have any knowledge whatsoever pertaining in any way to the occurrence referred to in the complaint. If so, state separately the names, addresses, and telephone numbers of the persons who made such statement or account and said person's relationship to this defendant. NOTE: This interrogatory does not seek production of the statements themselves but seeks identity of those persons giving such statements.

12. State the name, address and telephone number of each and every person (including yourself) who, to your knowledge, information or belief has some knowledge, or purports to have information regarding any matter which is relevant to the subject matter involved in this action.

13. State in detail any conversations that took place following the notice of the improper application of Plaintiff's mortgage payments by Defendants or any other employee of Defendants. Specifically identify the

date of the conversation, the location and time that the conversation took place, and details of that conversation.

14. State the identity of the individual, the date, the time, the items reviewed when representatives of Defendants investigated Plaintiff's home loan.

15. State each and every credit bureau or credit reporting agency that Defendants provided Plaintiff's information including but not limited to name, address, phone number, dates reported, and types of information reported.

16. State in detail each and every disclosure that was provided to the Plaintiff and the form in which it was disclosed concerning the transfer or sale of his home loan.

17. State in detail each and every document which the Plaintiff executed (and the date of the document) prior to and after the transfer and sale of his home loan by Defendants.

18. State in detail each and every reason these Defendants believes that they are not responsible or not guilty for the claims in the Plaintiff's complaint.

19. State in detail each and every occurrence or training that Defendants received concerning applying home loan payments during the sale and transfer between companies or specifically, these Defendants.

20. State in detail each and every document and the location of the documents Defendants' representatives reviewed concerning application of home loan payments during the sale or transfer of the home loan.

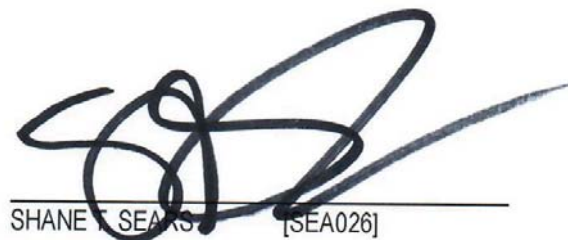
21. State the name and address of any potential party to this lawsuit, not already a party hereto.

22. If you object to the production of any document called for by Plaintiff contemporaneously filed and served Request for Production of Documents on the basis of any claimed privilege, please state the following with respect to each such document:

- (a) The author of the document;
- (b) The author's title or position;
- (c) The date of such document;
- (d) The person or persons to whom such document was sent;
- (e) The title or position of the person or persons to whom such document was sent;
- (f) The type of document (i.e., internal memorandum, electronic mail message, attorney-client correspondence, legal opinion memorandum, etc.);
- (g) Whether such document contains any reference to either of the Defendants in this action; and,
- (h) The specific reason or reasons which you claim entitles such document to protection from discovery.

OF COUNSEL:

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ssears@me.com  
searsandsearslaw.com



SHANE T. SEARS [SEA026]

**THE PLAINTIFF REQUESTS THAT PLAINTIFF'S FIRST INTERROGATORIES BE SERVED WITH PLAINTIFF'S COMPLAINT ON DEFENDANTS.**

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

**DAVID C. SPENCER**

**Plaintiff,**

**vs.**

**FRANKLIN AMERICAN HOME  
MORTGAGE AND  
CITIZENS BANK, NA D/B/A  
CITIZENS ONE HOME LOANS**

**Defendants.**

**Case Action Number:  
CV-2020-**

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**PLAINTIFF'S REQUEST FOR PRODUCTION TO  
DEFENDANTS, FRANKLIN AMERICAN HOME MORTGAGE AND  
CITIZENS BANK, NA D/B/A CITIZENS ONE HOME LOANS**

COMES NOW the Plaintiff, DAVID SPENCER ("SPENCER"), in the above styled cause, by and through his attorney of record, and requests the Defendants, FRANKLIN AMERICAN HOME MORTGAGE AND CITIZENS BANK, NA D/B/A CITIZENS ONE HOME LOANS ("FRANKLIN AMERICAN" AND "CITIZENS ONE" or ("THE DEFENDANTS")), pursuant to Rule 34 of the Alabama Rules of Civil Procedure, to respond to Plaintiff's First Request for Production to Defendants as follows:

NOTE A: These requests for production shall be deemed continuing so as to require supplemental responses upon receipt of additional information by this Defendant or this Defendant's attorney subsequent to your original response. Any such supplemental responses are to be filed and served upon counsel for Plaintiffs within thirty (30) days from receipt of such additional information, but not later than the first of the trial of this case.

1. Produce a complete copy of Plaintiff's home mortgage file whether paper or electronic.
2. Produce copies of any recordings, photographs, videos, or motion pictures of the persons, places or things involved in the occurrence made the basis of this lawsuit.
3. Produce each and every document pertaining to the Plaintiff including but not limited to any applications, disclosures, credit reports, investigative reports, correspondence, denials for loans or credit, appraisals, proposals, and offers for loans or credit.
4. Produce each and every document concerning the proper procedure for the crediting or application of mortgage payments when a sale or transfer of the individual's home mortgage is pending or occurring whether stored in writing or electronically.
5. Produce a copy of any electronic file concerning the Plaintiff or his home mortgage.
6. Produce each and every document concerning any investigation into the Plaintiff's complaint(s) concerning the application of his home loan payments.
7. Produce a list of individuals who have made complaints in the last ten years against these Defendants concerning the transfer and sale of their home loan and have the payments have been credited including complaints of improper reporting to credit bureaus.

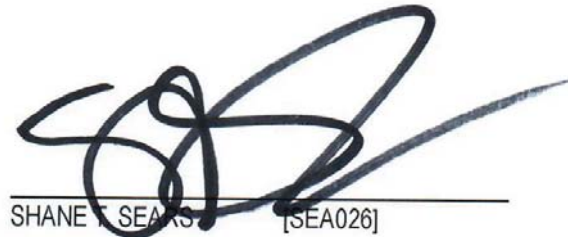


8. Produce each and every document the Defendants reply upon to defend the Plaintiff's claims in this case.
9. Produce any and all training materials provided to Defendant s' representatives concerning the sale and transfer of home loans and appropriate crediting of payments including but not limited to policies, handbooks, rules, regulations, and attendance sheets for any training whether written or store electronically.
10. Produce a list of any and all lawsuits (past or present) against these Defendants. This should include the civil action number of any such lawsuits, location of filing, current disposition and identify plaintiff and defense counsel.
11. Produce a list of all witnesses to be called at the trial of this case.
12. Produce a list of all exhibits to be used at the trial of this case.
13. Produce a list of all expert witnesses to be called at the trial of this case.
14. Produce copies of any and all résumés or similar documents setting forth the educational background and qualifications of each and every expert witness who you expect to testify at the trial of this case.
15. Produce a copy of any and all statements, whether recorded or written, taken of each Plaintiff or any member of the Plaintiff's family at any time.
16. Produce a copy of any and all statements, whether recorded or written, taken of any witness and/or anyone with any knowledge whatsoever of the incident made the basis of this lawsuit.
17. Produce a copy of your liability insurance policy(s) for coverage on your business at the time of the occurrence made the basis of this lawsuit, including the limits of liability.
18. Produce a copy of each and every complaint by a consumer, borrower, or lender filed against any of the Defendants for the last ten (10) years.

19. Produce a copy of any and all recordings, photographs, videotapes, discs, diagrams, recordings or other reproductions of any kind in the possession of the Defendants of any person, scene relating to the occurrence made the basis of this lawsuit.

OF COUNSEL:

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SHANE T. SEARS [SEA026]

**THE PLAINTIFF REQUESTS THAT PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION BE SERVED WITH PLAINTIFF'S COMPLAINT ON DEFENDANTS.**

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

**DAVID C. SPENCER**

**Plaintiff,**

**vs.**

**FRANKLIN AMERICAN HOME  
MORTGAGE AND  
CITIZENS BANK, NA D/B/A  
CITIZENS ONE HOME LOANS**

**Defendants.**

**Case Action Number:  
CV-2020-**

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**PLAINTIFF'S FIRST REQUESTS FOR ADMISSION  
TO DEFENDANTS, FRANKLIN AMERICAN HOME  
MORTGAGE AND CITIZENS BANK, NA  
D/B/A CITIZENS ONE HOME LOANS**

**COMES NOW** the Plaintiff, DAVID SPENCER ("SPENCER"), in the above styled cause, by and through his attorney of record, and requests the Defendants, FRANKLIN AMERICAN HOME MORTGAGE AND CITIZENS BANK, NA D/B/A CITIZENS ONE HOME LOANS ("FRANKLIN AMERICAN" AND "CITIZENS ONE" or ("THE DEFENDANTS")), pursuant to Rule 36 of the Alabama Rules of Civil Procedure, to respond to Plaintiff's First Requests for Admission as follows:

1. Admit that jurisdiction and venue of this matter is proper in the Circuit Court of Jefferson County, Alabama.
2. Admit that Defendants' negligence proximately caused the Plaintiff's injuries and damages made the basis of this lawsuit.
3. Admit that Defendants' wantonness proximately the Plaintiff's injuries and damages made the basis of this lawsuit.
4. Admit that Defendants negligently and wantonly misapplied Plaintiff's mortgage payment causing his home loan to be shown as in-default.
5. Admit that Defendants negligently and wantonly misapplied Plaintiff's mortgage payment proximately causing his credit score to decrease.
6. Admit that Defendants negligently and wantonly misapplied Plaintiff's mortgage payment causing Plaintiff to receive notices concerning foreclosure on his house.
7. Admit that Defendants negligently and wantonly misapplied Plaintiff's mortgage payment causing Plaintiff's credit card providers to reduce his credit limits.

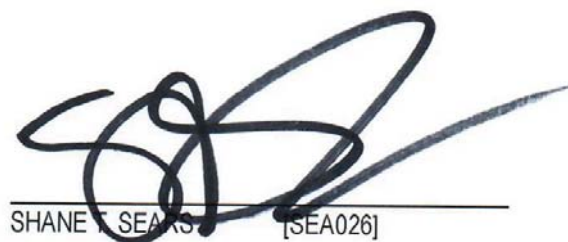
8. Admit that Defendants negligently and wantonly misapplied Plaintiff's mortgage payment causing Plaintiff's credit to be reduced and Plaintiff to be unable to make purchases he would otherwise make.
9. Admit that the Defendants violated in whole or in part the following laws: (a) Alabama's SAFE Act §5-26-1; §5-26-17(1)-(6); (b) *The Truth In Lending Act*, 12 CFR Part 226, Regulation Z; (c) 12 CFR Part 227.2; (d) *Home Ownership and Equity Protection Act* 15 U.S.C. §1601-02, §§1639-41; (e) *Real Estate Settlement Procedures Act (RESPA)* 12 U.S.C. §2601-2617; (f) Title X of the *Dodd Frank Wall Street Reform and Consumer Protection Act*; and, (g) the regulations promulgated by the *U.S. Consumer Protection Consumer Bureau ("CFPB") and Consumer Credit Protection Act ("CCPA")*.
10. Admit that Defendants violated state and federal laws by misapplication of Plaintiff's mortgage payments.
11. Admit that Defendants' representatives violated company policy by misapplication of Plaintiff's mortgage payments at issue in this lawsuit.

12. Admit that Defendants' representatives were reprimanded or received admonishments concerning the misapplication of Plaintiff's mortgage payments at issue in this lawsuit.
13. Admit that Plaintiff's injuries and damages were proximately caused by Defendants' negligence, wantonness, breach of contract, fraud, slander, slander to credit, and intentional infliction of emotion distress.

**(Note: Fed. R. Civ. Proc. 36(a) provides "The answering party may assert lack of knowledge or information as a reason for failing to admit or deny only if the party states that it has made reasonable inquiry and that the information it knows or can readily obtain is insufficient to enable it to admit or deny.")**

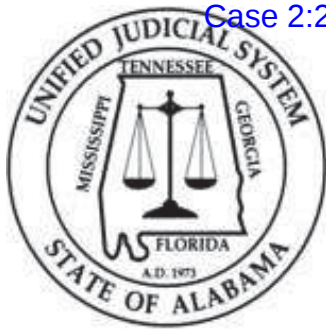
OF COUNSEL:

The Sears Firm, P.C.  
*The Sears Building*  
5809 Feldspar Way, Suite 200  
Birmingham AL 35244  
(205) 989-1709; Fax (866) 754-9453  
ssears@me.com  
searsandsearslaw.com



SHANE T. SEARS [SEA026]

**THE PLAINTIFF REQUESTS THAT PLAINTIFF'S FIRST REQUESTS FOR ADMISSION BE SERVED WITH PLAINTIFF'S COMPLAINT ON DEFENDANTS.**



## AlaFile E-Notice

01-CV-2020-903782.00

To: SHANE THOMAS SEARS MR.  
ssears@me.com

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# NOTICE OF ELECTRONIC FILING

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IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

DAVID C. SPENCER V. FRANKLIN AMERICAN HOME MORTGAGE ET AL  
01-CV-2020-903782.00

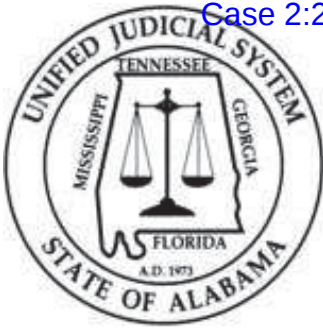
The following complaint was FILED on 11/5/2020 10:56:05 AM

Notice Date: 11/5/2020 10:56:05 AM

JACQUELINE ANDERSON SMITH  
CIRCUIT COURT CLERK  
JEFFERSON COUNTY, ALABAMA  
JEFFERSON COUNTY, ALABAMA  
716 N. RICHARD ARRINGTON BLVD.  
BIRMINGHAM, AL, 35203

205-325-5355  
jackie.smith@alacourt.gov





## AlaFile E-Notice

01-CV-2020-903782.00

To: FRANKLIN AMERICAN HOME MORTGAGE  
REG AGENT: CT CORPORATION  
2 N.JACKSON ST. SUITE 605  
MONTGOMERY, AL, 36104

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# NOTICE OF ELECTRONIC FILING

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IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

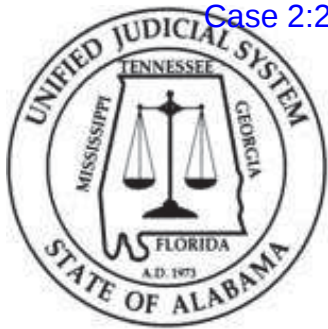
DAVID C. SPENCER V. FRANKLIN AMERICAN HOME MORTGAGE ET AL  
01-CV-2020-903782.00

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BIRMINGHAM, AL, 35203

205-325-5355  
jackie.smith@alacourt.gov



## AlaFile E-Notice

01-CV-2020-903782.00

To: CITIZENS BANK, NA  
REG AGENT: ELLEN ALEMANY  
1 CITIZENS PLAZA  
PROVIDENCE, RI, 02903

---

# NOTICE OF ELECTRONIC FILING

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IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

DAVID C. SPENCER V. FRANKLIN AMERICAN HOME MORTGAGE ET AL  
01-CV-2020-903782.00

The following complaint was FILED on 11/5/2020 10:56:05 AM

Notice Date: 11/5/2020 10:56:05 AM

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205-325-5355  
jackie.smith@alacourt.gov

State of Alabama Unified Judicial System Form C-34 Rev. 4/2017	<b>SUMMONS</b> <b>- CIVIL -</b>	<b>Court Case Number</b> 01-CV-2020-903782.00
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**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**  
**DAVID C. SPENCER V. FRANKLIN AMERICAN HOME MORTGAGE ET AL**

**NOTICE TO:** FRANKLIN AMERICAN HOME MORTGAGE, REG AGENT: CT CORPORATION 2 N.JACKSON ST. SUITE 605, MONTGOMERY, AL 36104  
 \_\_\_\_\_  
*(Name and Address of Defendant)*

THE COMPLAINT OR OTHER DOCUMENT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT, AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT OR OTHER DOCUMENT, WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF(S) OR ATTORNEY(S) OF THE PLAINTIFF(S), SHANE THOMAS SEARS MR.  
 \_\_\_\_\_  
*[Name(s) of Attorney(s)]*

WHOSE ADDRESS(ES) IS/ARE: The Sears Building, 5809 Feldspar Way, Suite 200, BIRMINGHAM, AL 35244  
 \_\_\_\_\_  
*[Address(es) of Plaintiff(s) or Attorney(s)]*

THE ANSWER MUST BE MAILED OR DELIVERED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT OR OTHER DOCUMENT WERE SERVED ON YOU OR A JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT OR OTHER DOCUMENT.

**TO ANY SHERIFF OR ANY PERSON AUTHORIZED BY THE ALABAMA RULES OF CIVIL PROCEDURE TO SERVE PROCESS:**

☐ You are hereby commanded to serve this Summons and a copy of the Complaint or other document in this action upon the above-named Defendant.

☒ Service by certified mail of this Summons is initiated upon the written request of DAVID C. SPENCER  
 \_\_\_\_\_  
*[Name(s)]*  
 pursuant to the Alabama Rules of the Civil Procedure.

11/05/2020 /s/ JACQUELINE ANDERSON SMITH By: \_\_\_\_\_  
*(Date)* *(Signature of Clerk)* *(Name)*

☒ Certified Mail is hereby requested. /s/ SHANE THOMAS SEARS MR.  
 \_\_\_\_\_  
*(Plaintiff's/Attorney's Signature)*

**RETURN ON SERVICE**

☐ Return receipt of certified mail received in this office on \_\_\_\_\_  
 \_\_\_\_\_  
*(Date)*

☐ I certify that I personally delivered a copy of this Summons and Complaint or other document to \_\_\_\_\_  
 \_\_\_\_\_ in \_\_\_\_\_ County,  
 \_\_\_\_\_  
*(Name of Person Served)* *(Name of County)*

Alabama on \_\_\_\_\_  
 \_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Type of Process Server)*

\_\_\_\_\_  
*(Server's Signature)*

\_\_\_\_\_  
*(Address of Server)*

\_\_\_\_\_  
*(Server's Printed Name)*

\_\_\_\_\_  
*(Phone Number of Server)*

State of Alabama Unified Judicial System Form C-34 Rev. 4/2017	<b>SUMMONS</b> <b>- CIVIL -</b>	<b>Court Case Number</b> 01-CV-2020-903782.00
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**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**  
**DAVID C. SPENCER V. FRANKLIN AMERICAN HOME MORTGAGE ET AL**

**NOTICE TO:** CITIZENS BANK, NA, REG AGENT: ELLEN ALEMANY 1 CITIZENS PLAZA, PROVIDENCE, RI 02903  
 \_\_\_\_\_  
*(Name and Address of Defendant)*

THE COMPLAINT OR OTHER DOCUMENT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT, AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT OR OTHER DOCUMENT, WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF(S) OR ATTORNEY(S) OF THE PLAINTIFF(S), SHANE THOMAS SEARS MR.  
 \_\_\_\_\_  
*[Name(s) of Attorney(s)]*

WHOSE ADDRESS(ES) IS/ARE: The Sears Building, 5809 Feldspar Way, Suite 200, BIRMINGHAM, AL 35244  
 \_\_\_\_\_  
*[Address(es) of Plaintiff(s) or Attorney(s)]*

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 pursuant to the Alabama Rules of the Civil Procedure. *[Name(s)]*

11/05/2020 /s/ JACQUELINE ANDERSON SMITH By: \_\_\_\_\_  
*(Date)* *(Signature of Clerk)* *(Name)*

☒ Certified Mail is hereby requested. /s/ SHANE THOMAS SEARS MR.  
*(Plaintiff's/Attorney's Signature)*

**RETURN ON SERVICE**

☐ Return receipt of certified mail received in this office on \_\_\_\_\_  
*(Date)*

☐ I certify that I personally delivered a copy of this Summons and Complaint or other document to \_\_\_\_\_  
 \_\_\_\_\_ in \_\_\_\_\_ County,  
*(Name of Person Served)* *(Name of County)*

Alabama on \_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Type of Process Server)*

\_\_\_\_\_  
*(Server's Signature)*

\_\_\_\_\_  
*(Address of Server)*

\_\_\_\_\_  
*(Server's Printed Name)*

\_\_\_\_\_  
*(Phone Number of Server)*



## NOTICE TO CLERK

REQUIREMENTS FOR COMPLETING SERVICE BY  
CERTIFIED MAIL OR FIRST CLASS MAIL

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
DAVID C. SPENCER V. FRANKLIN AMERICAN HOME MORTGAGE ET AL

01-CV-2020-903782.00

To: CLERK BIRMINGHAM  
clerk.birmingham@alacourt.gov

TOTAL POSTAGE PAID: \$16.80

Parties to be served by Certified Mail - Return Receipt Requested

FRANKLIN AMERICAN HOME MORTGAGE  
REG AGENT: CT CORPORATION  
2 N.JACKSON ST. SUITE 605  
MONTGOMERY, AL 36104

Postage: \$8.40

CITIZENS BANK, NA  
REG AGENT: ELLEN ALEMANY  
1 CITIZENS PLAZA  
PROVIDENCE, RI 02903

Postage: \$8.40

Parties to be served by Certified Mail - Restricted Delivery - Return Receipt Requested

Parties to be served by First Class Mail



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FRANKLIN AMERICAN HOME MORTGAGE  
 REG AGENT: CT CORPORATION  
 2 N.JACKSON ST. SUITE 605  
 MONTGOMERY, AL 36104



9590 9402 5899 0049 6108 32

2. Article Number (Transfer from service label)

7020 0640 0001 1588 6334

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X**☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

SIC

CV-20-903782

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☒ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery (D)

Domestic Return Receipt

7020 0640 0001 1588 6334

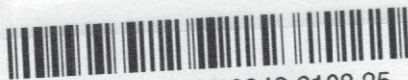
<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL® RECEIPT</b> Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®	
<b>OFFICIAL USE</b>	
Certified Mail Fee \$ Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$ <input type="checkbox"/> Return Receipt (electronic) \$ <input type="checkbox"/> Certified Mail Restricted Delivery \$ <input type="checkbox"/> Adult Signature Required \$ <input type="checkbox"/> Adult Signature Restricted Delivery \$	Postmark Here
Total Postage and Fees \$ Sent To \$	
Street and Apt. No., or PO Box No. City, State, ZIP+4®	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

CITIZENS BANK, NA  
REG AGENT: ELLEN ALEMANY  
1 CITIZENS PLAZA  
PROVIDENCE, RI 02903



9590 9402 5899 0049 6108 25

2. Article Number (Transfer from service label)

7020 0640 0001 1588 6341

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

☐ Agent☐ Addressee**X**

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

S/C D2

CV 20-903782

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail

Mail Restricted Delivery

30)

Domestic Return Receipt

7020 0640 0001 1588 6341

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL® RECEIPT</b> Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®	
<b>OFFICIAL USE</b>	
Certified Mail Fee Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$ <input type="checkbox"/> Return Receipt (electronic) \$ <input type="checkbox"/> Certified Mail Restricted Delivery \$ <input type="checkbox"/> Adult Signature Required \$ <input type="checkbox"/> Adult Signature Restricted Delivery \$	Postmark Here
Postage \$ Total Postage and Fees \$ Sent To \$ Street and Apt. No., or PO Box No. City, State, ZIP+4®	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

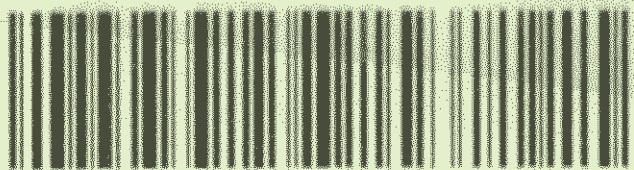


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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FRANKLIN AMERICAN HOME MORTGAGE  
 REG AGENT: CT CORPORATION  
 2 N.JACKSON ST. SUITE 605  
 MONTGOMERY, AL 36104



9590 9402 5899 0049 6108 32

2. Article Number (Transfer from service label)

7020 0640 0001 1588 6334

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X Jennifer Ackwood ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery  
 NOV 09 2020

D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

S/C

CV-20-903782

3. Service Type

☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®

☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail

Mail Restricted Delivery  
 (0)

☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☒ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery



USPS TRACKING#

MONTGOMERY AL 360

10 NOV 2020 PM 3 L

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

9590 9402 5899 0049 6108 32

United States  
Postal Service

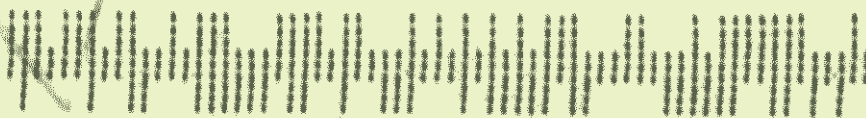
• Sender: Please print your name, address, and ZIP+4® in this box•

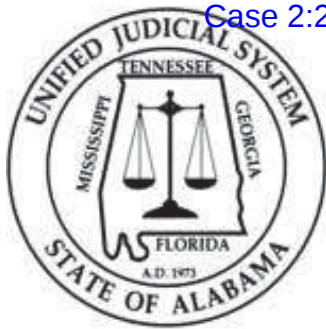
JACQUELINE ANDERSON SMITH, CLERK  
ROOM 400 JEFF CO COURTHOUSE  
716 RICHARD ARRINGTON JR BLVD., NO.  
BIRMINGHAM, ALABAMA 35203

FILED IN OFFICE  
CIRCUIT CIVIL DIVISION

NOV 13 2020

JACQUELINE ANDERSON SMITH  
CLERK





## AlaFile E-Notice

01-CV-2020-903782.00

Judge: TAMARA HARRIS JOHNSON

To: SEARS SHANE THOMAS  
ssears@me.com

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# NOTICE OF SERVICE

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IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

DAVID C. SPENCER V. FRANKLIN AMERICAN HOME MORTGAGE ET AL  
01-CV-2020-903782.00

The following matter was served on 11/9/2020

**D001 FRANKLIN AMERICAN HOME MORTGAGE**

**Corresponding To**

CERTIFIED MAIL

S/C

JACQUELINE ANDERSON SMITH  
CIRCUIT COURT CLERK  
JEFFERSON COUNTY, ALABAMA  
JEFFERSON COUNTY, ALABAMA  
716 N. RICHARD ARRINGTON BLVD.  
BIRMINGHAM, AL, 35203

205-325-5355  
jackie.smith@alacourt.gov

## SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

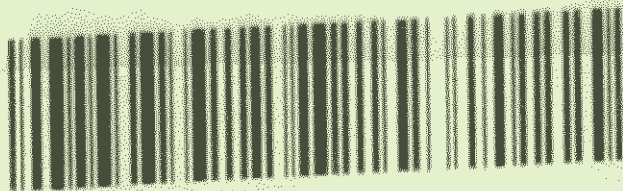
1. Article Addressed to:

CITIZENS BANK, NA

REG AGENT: ELLEN ALEMANY

1 CITIZENS PLAZA

PROVIDENCE, RI 02903



9590 9402 5899 0049 6108 25

2. Article Number (Transfer from service label)

7020 0640 0001 1588 6341

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

WFC

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

S/C D2

CV 20 903782

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail

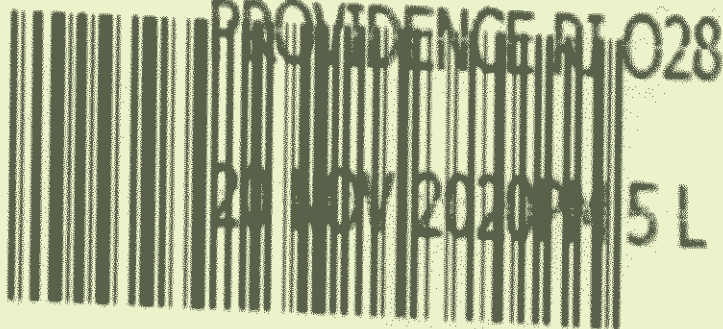
Mail Restricted Delivery

(DO)

Domestic Return Receipt



USPS TRACKING#



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

9590 9402 5899 0049 6108 25

United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

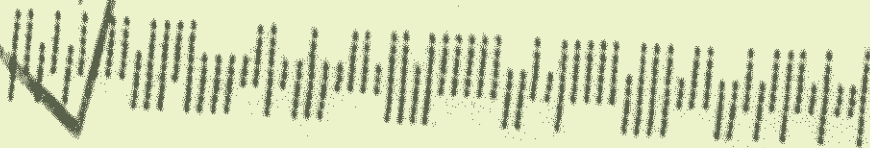
JACQUELINE ANDERSON SMITH, CLERK  
ROOM 400 JEFF CO COURTHOUSE  
716 RICHARD ARRINGTON JR BLVD., NO.  
BIRMINGHAM, ALABAMA 35203

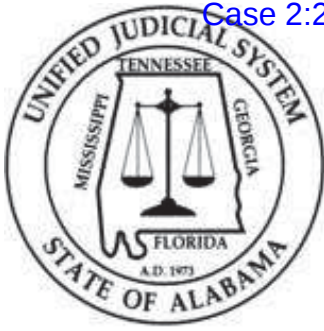
FILED IN  
CIRCUIT DIVISION  
OFFICE

NOV 30 2020

JACQUELINE ANDERSON SMITH  
CLERK

3-010083





## AlaFile E-Notice

01-CV-2020-903782.00

Judge: TAMARA HARRIS JOHNSON

To: SEARS SHANE THOMAS  
ssears@me.com

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## NOTICE OF SERVICE

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IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

DAVID C. SPENCER V. FRANKLIN AMERICAN HOME MORTGAGE ET AL  
01-CV-2020-903782.00

The following matter was served on 11/30/2020

D002 CITIZENS BANK, NA

Corresponding To

OTHER

S/C SIGNED WFC

JACQUELINE ANDERSON SMITH  
CIRCUIT COURT CLERK  
JEFFERSON COUNTY, ALABAMA  
JEFFERSON COUNTY, ALABAMA  
716 N. RICHARD ARRINGTON BLVD.  
BIRMINGHAM, AL, 35203

205-325-5355  
jackie.smith@alacourt.gov